UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
13/076,460	03/31/2011	Ziquan Li	332075-US-NP	3793

69316 7590 01/18/2018

MICROSOFT CORPORATION
ONE MICROSOFT WAY
REDMOND, WA 98052

EXAMINER
WOLDEMARIAM, NEGA

ART UNIT	PAPER NUMBER
2433	

NOTIFICATION DATE	DELIVERY MODE
01/18/2018	ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

usdocket@microsoft.com
chriochs@microsoft.com

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

Ex parte ZIQUAN LI, SANJEEV DWIVEDI,
SUNIL S. KADAM, ALWIN VYHMEISTER, and
ARIYE M. COHEN

Appeal 2017-008638
Application 13/076,460
Technology Center 2400

Before JOHN A. JEFFERY, BRUCE R. WINSOR, and
JUSTIN BUSCH, *Administrative Patent Judges*.

BUSCH, *Administrative Patent Judge*.

DECISION ON APPEAL

Appellants seek our review under 35 U.S.C. § 134 of the Examiner's final decision rejecting claims 1–21. We have jurisdiction under 35 U.S.C. § 6(b).

We affirm.

CLAIMED SUBJECT MATTER

Claims 1, 8, and 15 are independent claims. The claims relate to "revoking licensed software in a computing environment." Spec. Abstract; *see* Spec. ¶ 3. According to the Specification, the licensed software is disabled "on a computer system that has been stolen or otherwise lost. Thus, the licensee of the software may be able to obtain a replacement license to

use the software without having to purchase an additional license." *Id.* ¶ 16.

Claim 1 is representative and reproduced below:

> 1. A method for revoking a license to software, comprising:
> receiving a machine ID from a computer system;
> sending a plurality of application programs and a corresponding plurality of license credentials for the application programs, to the computer system;
> receiving one request to revoke the corresponding plurality of license credentials, the request identifying the machine ID;
> detecting a connection by the computer system based on the machine ID;
> sending, based on the request, an indication that the corresponding plurality of license credentials for the application programs are revoked in response to the connection; and
> sending the plurality of application programs and a corresponding plurality of replacement license credentials for the application programs, to another computer system.

App. Br. 11.

REJECTIONS

Claims l, 4–8, 11–16, and 18–20 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Aono (US 2011/0061102 A1; Mar. 10, 2011) and Hu (US 2007/0150417 A1; June 28, 2007). Final Act. 3–13.[1]

Claims 2, 3, 9, 10, 17, and 21 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Aono, Hu, and Lin (US 2009/0259838 A1; Oct. 15, 2009). Final Act. 13–15.

[1] Claim 5 and 12 are mistakenly omitted from the header for this rejection, but otherwise appear in the body of the rejection. Final Act. 3, 6, 9. We find the Examiner's typographical error to be harmless.

THE OBVIOUSNESS REJECTION OVER AONO AND HU

The Examiner finds that Aono discloses many recited elements of independent claim 1 including, among other things, sending application programs and their corresponding license credentials to a computer system, and sending the application programs and their corresponding replacement license credentials to another computer system. Final Act. 3–4; Ans. 2–3, 14–15. Although the Examiner finds that Aono does not disclose sending an indication that the application programs' corresponding license credentials are revoked in response to detecting the computer system's connection, the Examiner nonetheless cites Hu for teaching this feature in concluding that the claim would have been obvious over Aono's and Hu's collective teachings. Final Act. 4–5.

Appellants argue that Aono and Hu collectively do not teach or suggest sending application programs and their corresponding license credentials to a computer system and sending the application programs and their corresponding replacement license credentials to another computer system. App. Br. 5–8; Reply Br. 1–3.

ISSUE

Under § 103, has the Examiner erred in rejecting claim 1 by finding that Aono and Hu collectively would have taught or suggested (1) sending application programs and their corresponding license credentials to a

computer system, and (2) sending the application programs and their corresponding replacement license credentials to another computer system?

ANALYSIS

We begin by construing the disputed limitation. Claim construction is an issue of law that is reviewable *de novo*. *Cordis Corp. v. Boston Scientific Corp.*, 561 F.3d 1319, 1331 (Fed. Cir. 2009). We give claims their broadest reasonable interpretation consistent with the Specification. *In re Am. Acad. of Sci. Tech. Ctr.*, 367 F.3d 1359, 1369 (Fed. Cir. 2004). Here, claim 1 recites, in pertinent part:

> [a] sending a plurality of application programs and a corresponding plurality of license credentials for the application programs, to the computer system; [and] . . .
> [b] sending the plurality of application programs and a corresponding plurality of replacement license credentials for the application programs, to another computer system.

App. Br. 11 (letter designations added for ease of reference). Although claim 1's ordering of the method steps places step [b] after step [a], method-steps are not ordinarily construed to require a specific order of performance of the method-steps unless the Specification or claims expressly or implicitly require the performance in that specific order. *See Altiris v. Symantec Corp.*, 318 F.3d 1363, 1369 (Fed. Cir. 2003) (citing *Interactive Gift Express Inc. v. Compuserve Inc.*, 256 F.3d 1323 (Fed. Cir. 2001)). Further, although a term of step [b] (i.e., the application programs) possesses antecedent basis in step [a], the fact that this term is present in steps [a] and [b] alone does not expressly or implicitly require that step [a] occurs before step [b]. Nor does step [b]'s "replacement" license credentials expressly or implicitly require

that step [a] occurs before step [b]. The plain meaning of "replacement" is "one that replaces another" (MERRIAM-WEBSTER'S COLLEGIATE DICTIONARY 992 (10th ed. 1993)); "replace," in turn, means "to take the place of" (*id.*). A second set of license credentials *to take the place* of a first set of license credentials does not expressly or implicitly require sending the second set of license credentials after sending the first set of license credentials.

Nor does Appellants' Specification disclose a specific order of sending license credentials and replacement license credentials. According to the Specification, obtaining a replacement license provides a way for a licensee of software to disable a computer system's licensed software. Spec. ¶ 16. In one embodiment, a rightful user is granted a replacement license to use an application program on another computer system. *Id.* ¶ 32. Thus, we conclude the broadest reasonable interpretation of claim 1, consistent with the Specification, recites no temporal order between steps [a] and [b].

In the Final Rejection and Answer, the Examiner cites sections of Aono directed to a general multifunction peripheral (MFP) 100. Final Act. 3–4 (citing Aono ¶¶ 47, 58–60, 64; Fig. 2); Ans. 2–3. In response to Appellants' argument that Aono sends different software versions to the same MFP 100 (*see* App. Br. 7), the Examiner quotes language from paragraph 157 of Aono:

> MFP **100***a* has issued a re-activation request in the situation that, after an application has been activated with a product key and then forcefully deactivated on the MFP **100***a*, the another one of the MFPs **100**, or specifically the MFP **100***b*, has issued an activation request with the same product key.

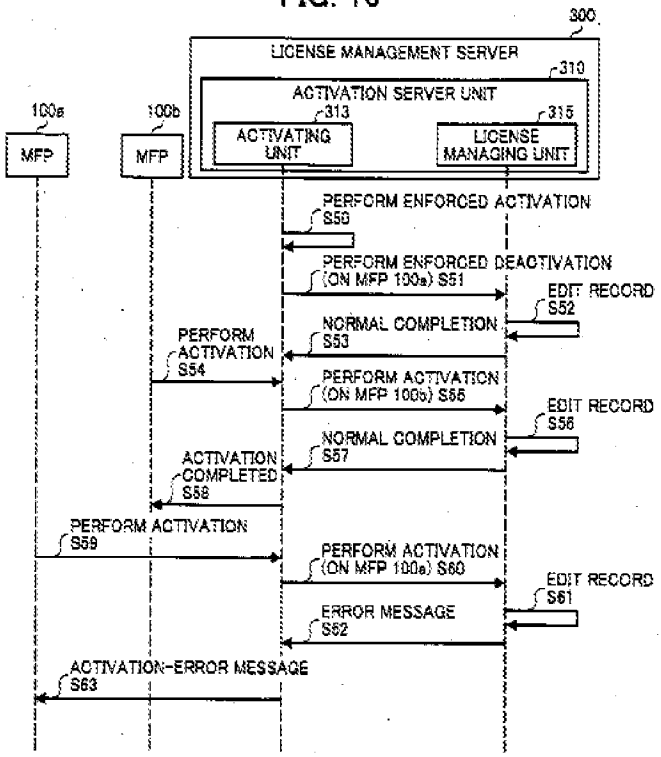
Ans. 14 (additionally citing Aono ¶ 4; Fig. 1). We, therefore, presume that the Examiner intends to map Aono's MFP 100a to the recited computer system and MFP 100b to the recited another computer system.

Aono is generally directed to a license management server connected to a personal computer (PC) and multiple MFPs such as copiers, facsimiles, or printers. *See* Aono, Abstract, Fig. 1, ¶¶ 43, 45, 49. Aono's PC, connected to the multiple MFPs, sends a license purchase request for a distribution package. *Id.* ¶¶ 46, 49, 58. Aono's distribution package, also referred to as a "software component," is allocated a product ID and an indication whether the distribution package "requires activation (licensing)." *Id.* ¶ 45, 52, 54.

In response to receiving the PC's license purchase request, Aono's license management server creates and transmits a product key to a license management database. *Id.* ¶¶ 58–59, 111. Aono's license management server also transmits the product key to an MFP. *Id.* Aono's MFP, in turn, requests a license file by providing the received product ID and the MFP's device ID to the license management server. *Id.* ¶¶ 59, 113. Aono's license management server, in return, sends a distribution package and a newly created license file to the MFP. *Id.* ¶¶ 60, 116.

Aono's MFP installs the distribution package and sends an activation request including the product key and the MFP's device ID. *Id.* ¶¶ 75, 118, 122. If one or more available licenses from the license management database are associated with the product key, then the MFP's distribution package is activated. *Id.* ¶¶ 75, 119, 122–23. Figure 16 of Aono is reproduced on the following page.

FIG. 16



Reproduction of Aono's Figure 16.

Aono's Figure 16 is a diagram illustrating a specific sequence of operations involving the deactivation of an activated MFP 100a and the activation of MFP 100b. *Id.* ¶¶ 33, 145. Because MFP 100a performs an activation at steps S50 and S59, and MFP 100b performs an activation at step S54, in that sense, then, Aono at least suggests MFPs 100a and 100b each previously received a distribution package and product ID before the activations for reasons discussed above. Thus, Aono teaches or suggests sending a distribution package (the claimed "plurality of application programs") and a corresponding product key (the claimed "plurality of license credentials for the application programs") to MFP 100a (the claimed "computer system"), and sending the distribution package and a corresponding product key (the

claimed "plurality of replacement license credentials for the application programs") to MFP 100b (the claimed "another computer system").

Appellants' contention that Aono's activation (or re-activation) does not download (or send) a distribution package (or application), product, license, or product key to MFP 100b because the distribution package download is performed during a purchase or download request occurring before the activation, Reply Br. 2 (citing Aono ¶¶ 46, 58–63, 82–88, 117–20), is unpersuasive because it is not commensurate with the scope of the claim. That is, the claim does not preclude an MFP downloading a distribution package before the MFP's activation. Nor does the claim preclude MFP 100b from downloading the distribution package before MFP 100a downloads the distribution package. Nor does the claim limit sending a distribution package to an MFP with respect to the timing of sending the product ID to the MFP.

For the reasons discussed above, we are unpersuaded of Examiner error. Accordingly, we sustain the Examiner's rejection of independent claim 1. For similar reasons, we also sustain the Examiner's rejection of independent claims 8 and 15, which recite similar limitations. Further, we sustain the Examiner's rejection of claims 4–7, 11–14, 16, and 18–20, which depend therefrom and were not argued separately.

THE OTHER OBVIOUSNESS REJECTION

We also sustain the Examiner's obviousness rejections of claims 2, 3, 9, 10, 17, and 21. Final Act. 13–15. Because these rejections were not argued separately with particularity, we are not persuaded of error in those rejections for the reasons previously discussed.

CONCLUSION

The Examiner did not err in rejecting claims 1–21 under § 103.

DECISION[2]

For the above reasons, we affirm the Examiner's decision to reject claims 1–21.

No time period for taking any subsequent action in connection with this appeal may be extended under 37 C.F.R. § 1.136(a) (2015). *See* 37 C.F.R. § 41.50(f).

AFFIRMED

[2] We leave to the Examiner to consider whether the "one or more computer-readable storage memory devices" recited in claims 15–21 are ineligible under § 101 as encompassing non-statutory subject matter. *See Ex parte Mewherter*, 107 USPQ2d 1857, 1862 (PTAB 2013) (precedential) (holding recited machine-readable storage medium ineligible under § 101 because it encompassed transitory media).